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Attorney for Defendant  
Royal Administration Services, Inc.

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA  
SOUTHERN DIVISION

CHARLES A. JONES and JOSH  
WATSON, on behalf of themselves and all  
similarly situated persons.

**Civil Action No. 2:14-cv-00199-LRH-WGC**

### **Plaintiffs.**

vs.

ALL AMERICAN AUTO PROTECTION,  
INC., ROYAL ADMINISTRATION  
SERVICES, INC., HAROUT  
PAMBUCKCHYAN, RAFFI SADEJYAN  
and JASON GARCIA

## **ANSWER TO FIRST AMENDED CLASS ACTION COMPLAINT**

## Defendants.

Plaintiff Royal Administration Services, Inc. (“**Royal**” or “**Defendant**”), by its undersigned attorney, hereby answers the First Amended Class Action Complaint of Plaintiffs Charles A. Jones and Josh Watson (“**Plaintiffs**”). The numbers correspond to the numbers paragraphs of the First Amended Complaint.

1. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the First Amended Complaint, and therefore deny each allegation contained in Paragraph 1.

1           2. Defendant is without sufficient knowledge or information to form a belief as to the  
 2 truth of the allegations contained in Paragraph 2 of the First Amended Complaint, and therefore  
 3 deny each allegation contained in Paragraph 2.

4           3. Defendant admits the engagement of third-party marketers only and deny illegal  
 5 telemarketing calls were made and/or initiated for the benefit of Defendant. Defendant is without  
 6 sufficient knowledge or information to form a belief as to the truth of the remaining allegations  
 7 contained in Paragraph 3 of the First Amended Complaint, and therefore deny each allegation  
 8 contained in Paragraph 3. Moreover, Defendant cannot admit or deny the allegations contained in  
 9 Paragraph 3 as they call for a legal conclusion.

10          4. Defendant is without sufficient knowledge or information sufficient to form a  
 11 belief as to the truth of the allegations contained in Paragraph 4 of the First Amended Complaint,  
 12 and therefore deny each allegation contained in Paragraph 4. Moreover, Defendant cannot admit  
 13 or deny the allegation as to the violation of 47 U.S.C. § 227 contained in Paragraph 4 as it calls  
 14 for a legal conclusion.

15          5. Defendant is without sufficient knowledge or information sufficient to form a  
 16 belief as to the truth of the allegations contained in Paragraph 5 of the First Amended Complaint,  
 17 and therefore deny each allegation contained in Paragraph 5. Moreover, Defendant cannot admit  
 18 or deny the allegation as to the violation of TCPA statutes contained in Paragraph 5 as it calls for  
 19 a legal conclusion.

20          6. Defendant denies the allegations contained in Paragraph 6 of the First Amended  
 21 Complaint.

22          7. Defendant cannot admit or deny the allegations contained in Paragraph 7 of the  
 23 First Amended Complaint as it calls for a legal conclusion.

24          8. Defendant is without sufficient knowledge or information sufficient to form a  
 25 belief as to the allegations contained in Paragraph 8 of the First Amended Complaint, and  
 26 therefore deny each allegation contained in Paragraph 8.

1           9.     Defendant is without sufficient knowledge or information sufficient to form a  
 2 belief as to the allegations contained in Paragraph 9 of the First Amended Complaint, and  
 3 therefore deny each allegation contained in Paragraph 9.

4           10.    In answering Paragraph 10 of the First Amended Complaint, Defendant admits  
 5 that they are a Massachusetts corporation with its headquarters in Hannover and the address for  
 6 its Registered Agent. Defendant also admits it is engaged in the administration of insured vehicle  
 7 service contract programs but denies the allegation of claimed expertise. Defendant denies the  
 8 remaining allegations contained in Paragraph 10 of the First Amended Complaint.

9           11.    Defendant denies the allegations contained in Paragraphs 11 through 16 of the  
 10 First Amended Complaint as they call for a legal conclusion.

11          12.    Defendant denies the allegation contained in Paragraph 17 of Plaintiffs' First  
 12 Amended Complaint.

13          13.    In answering Paragraph 18 of the First Amended Complaint, Defendant is without  
 14 sufficient knowledge or information to form a belief as to the conversation between Plaintiff and  
 15 alleged employees of All American Auto Protection, and therefore deny the same. Defendant  
 16 denies the remaining allegations contained in Paragraph 18 of the First Amended Complaint.

17          14.    Defendant denies the allegation contained in Paragraph 19 of the First Amended  
 18 Complaint. Defendant Royal does not offer any diamond new car protection plan.

19          15.    Defendant is without sufficient knowledge or information to form a belief as to the  
 20 truth of the allegations contained in Paragraphs 20 through 21 of the First Amended Complaint,  
 21 and therefore deny each allegation contained therein. Defendant Royal did not make, initiate or  
 22 authorize any calls to Plaintiffs.

23          16.    Defendant denies the allegations contained in Paragraph 22. Class A fails against  
 24 Defendant Royal.

25          17.    Defendant denies the allegations contained in Paragraph 23. Class B fails against  
 26 Defendant Royal.

27          18.    Defendant denies the allegations contained in Paragraphs 24 through 31, therein.

1           19.     Defendant repeats and realleges its responses to Paragraphs 1-31 of Plaintiff's First  
 2 Amended Complaint.

3           20.     Defendant denies each and every allegation contained in Paragraphs 33 through 35  
 4 of Plaintiffs' First Amended Complaint.

5           21.     Defendant is without sufficient knowledge or information to form a belief as to the  
 6 truth of the allegations contained in Paragraph 36 of the First Amended Complaint, and therefore  
 7 deny each allegation contained therein. Defendant Royal did not make, initiate or authorize any  
 8 calls to Plaintiffs.

9           22.     Defendant is without sufficient knowledge or information sufficient to form a  
 10 belief as to the truth of the allegations contained in Paragraph 37 of the First Amended  
 11 Complaint, and therefore deny each allegation contained therein. Moreover, Defendant cannot  
 12 admit or deny the allegations contained in Paragraph 37 as it calls for a legal conclusion.

13           23.     Defendant cannot admit or deny the allegations contained in Paragraph 38 of the  
 14 First Amended Complaint as it calls for a legal conclusion.

15           24.     Defendant denies the allegations contained in mislabeled Paragraph 37 of page 12,  
 16 line 22 of the Plaintiffs' First Amended Complaint as it calls for a legal conclusion. Moreover,  
 17 Defendant denies the existence of any Class B Plaintiff.

18           25.     Defendant denies the allegations contained in mislabeled Paragraph 38 of page 13,  
 19 line 3 of the Plaintiffs' First Amended Complaint as it calls for a legal conclusion.

20           26.     Defendant denies the allegations and existence of any Class B Plaintiff as  
 21 contained in Paragraph 39 of the Plaintiffs' First Amended Complaint.

22           27.     Defendant cannot admit or deny the allegations contained in Paragraph 40 of the  
 23 First Amended Complaint as it calls for a legal conclusion.

24           28.     Defendant denies the allegations contained in Paragraphs 41 through 44 of the  
 25 First Amended Complaint.

26           29.     Defendant is without sufficient knowledge or information sufficient to form a  
 27 belief as to the truth of the allegations contained in Paragraph 45 of the First Amended

1 Complaint, and therefore deny each allegation that Defendant Royal has any or that such  
 2 documents or information exist.

3 **AFFIRMATIVE DEFENSES**

- 4 1. Plaintiff fails to state claims upon which relief may be granted.
- 5 2. Plaintiff's claims and causes of action are barred, in whole or in part, by any  
   material breaches by plaintiff of its contracts with Defendants.
- 6 3. Plaintiff's claims are barred by the doctrine of unclean hands.
- 7 4. Plaintiff's claims and causes of action are barred in whole or in part by reason of  
   set-off and recoupment, available to Defendant.
- 8 5. Due to Plaintiff's own actions, Plaintiff is barred from recovery on the grounds  
   that Plaintiff has waived whatever rights it may have had to assert the claims alleged in the First  
   Amended Complaint.
- 9 6. Plaintiff's claims are barred by applicable limitations on actions, including the  
   statute of limitations.
- 10 7. Plaintiff's claims are barred by the equitable doctrine of estoppel.
- 11 8. Plaintiff's claims are barred because Plaintiff has sued the wrong entity  
   defendants.
- 12 9. Plaintiff's claims are barred because Plaintiff consented to the alleged conduct in  
   the First Amended Complaint.
- 13 10. Plaintiff's claims are barred because Plaintiff breached its contract with Defendant.
- 14 11. Plaintiff's claims are barred because Plaintiff authorized the alleged conduct of  
   Defendant complained of in the First Amended Complaint.
- 15 12. The liability, if any, of Defendant must be reduced by the percentage of fault of  
   Plaintiff and others.
- 16 13. Each and every act of Defendant complained of in the First Amended Complaint  
   was justified, proper, legal faire and not done in degradation of Plaintiff's rights or legal interests.

1       14. Plaintiff's claims and causes of action are barred, in whole or in part, due to  
 2 plaintiff's failure to mitigate, minimize, or otherwise avoid damages.

3       15. Plaintiff's claims are barred because any injury it suffered was the result of the  
 4 actions of an intervening superseding cause over whom Defendant had no control.

5       16. Plaintiff's damages if any were not caused by negligence or want of care by  
 6 Defendant, but were caused by third parties over which Defendant had no control.

7       17. Plaintiff's claims are barred pursuant to the doctrine of laches.

8       18. Plaintiff's claims are barred because the conduct alleged in the First Amended  
 9 Complaint was privileged.

10      19. If Plaintiff suffered or sustained any loss, injury, damage or detriment, the same  
 11 was directly and proximately caused and contributed to the breach, conduct acts, omissions,  
 12 activities, carelessness, recklessness, negligence, and/or intentional misconduct or intervening  
 13 acts of others and Plaintiff, and not by Defendant.

14      20. Any act or omission on the part of Defendant was not the proximate cause of  
 15 alleged injuries or damages, if any, sustained by Plaintiff.

16      21. Defendant at all times acted in good faith and in accordance with reasonable  
 17 commercial standards, thus precluding any recovery by Plaintiff against Defendant.

18      22. The liability of Defendant, if any, is several and not joint and several, and based  
 19 upon other parties' own acts and not the solely the Defendant.

20      23. Defendant owed no duty to Plaintiff.

21      24. Defendant did not breach any duty, if any, to Plaintiff.

22      25. Defendant was unaware of any wrongdoing by any other defendant or third party.

23      26. No agents of Defendant were authorized to commit any conduct alleged in the  
 24 First Amended Complaint.

25      27. Plaintiff did not justifiably or reasonably rely on any representation made by  
 26 Defendant.

## BROWN BROWN & PREMSRIRUT

/s/ Puoy Premsrirut

PUOY K. PREMSRIRUT, ESQ.

Nevada Bar No. 007141

520. S. Fourth Street, Second Floor

Las Vegas, NV 89101

*Attorney for Defendant*

1                   **CERTIFICATE OF SERVICE**

2                   I HEREBY CERTIFY that on the 12th day of February, 2015, pursuant to Fed. R. Civ. P.  
3       5(b), I served via CM/ECF a true and correct copy of the foregoing ANSWER TO PLAINTIFFS  
4       FIRST AMENDED CLASS ACTION COMPLAINT FOR VIOLATION OF THE TELEPHONE  
5       CONSUMER PROTECTION ACT:

6                   Peter D. Durney, Esq.  
7                   DURNEY & BENNAN, LTD.  
8                   190 W. Huffaker Ln., Ste. 406  
9                   Reno, NV 89511

10                  Matthew Righetti, Esq.  
11                  Michael C. Righetti, Esq.  
12                  RIGHETTI • GLUGOSKI, P.C.  
13                  456 Montgomery Street, Ste. 1400  
14                  San Francisco, CA 94104

15                  \_\_\_\_\_  
16                  /s/ *Christina A. Hooks*  
17                  Christina A. Hooks, an Employee of  
18                  BROWN BROWN & PREMSRIRUT